

(iv) the Leased Space shall not, without Landlord's prior consent, have been listed or otherwise publicly advertised for assignment or subletting at a rental rate lower than the higher of (A) the Annual Minimum Rent and all Additional Rent then payable, or (B) the then prevailing rental rate for other retail space in the Building

(v) the proposed assignee or subtenant shall not then be a tenant, subtenant, assignee or occupant of any space in the Building (except if, at such time, there is not any other comparable space within the Building then available), nor shall the proposed assignee or subtenant be a person or entity who or which has dealt with Landlord or Landlord's agent (directly or through a broker) with respect to retail space in the Building during the six (6) months immediately preceding the submission of the Sublease or Assignment Statement

(vi) the proposed assignee or subtenant shall not be an entity which is entitled to diplomatic or sovereign immunity or which is not subject to service of process in the State of New York or to jurisdiction of the courts of the State of New York and the United States located in New York County

(c) With respect to each and every sublease or subletting authorized by Landlord under the provisions of this Lease, it is further agreed:

(i) no subletting shall be for a term ending later than one (1) day prior to the Expiration Date of this Lease, and

(ii) no sublease shall be valid, and no subtenant shall take possession of the Leased Space or any part thereof, until an executed counterpart of such sublease (substantially conforming, in all material respects, to the submitted form of sublease or term sheet, as applicable) has been delivered to Landlord

(d) Each subletting pursuant to this Section [15] shall be subject to all of the covenants, agreements, terms, provisions and conditions contained in this Lease. In the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, evict the subtenant or take over all of the right, title and interest of Tenant, as sublessor, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (A) be liable for any previous act or omission of Tenant under such sublease, (B) be subject to any offset, not expressly provided in such sublease, which theretofore accrued to such subtenant against Tenant, or (C) be bound by any previous modification of such sublease which was not approved by Landlord or by any previous prepayment of more than one (1) month's subrent or any additional subrent payable under the sublease. Tenant covenants and agrees that, notwithstanding such assignment or any such subletting to any subtenant and/or acceptance of rent or additional rent by Landlord from any assignee or any subtenant, Tenant shall and will remain fully liable for the payment of the Minimum Rent, Percentage Rent and Additional Rent due and to become due hereunder and for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed. Tenant further covenants and agrees that notwithstanding any such assignment or subletting, no other and further assignment, underletting or subletting of the Leased Space or any part thereof

shall or will be made without Landlord's approval, strictly in accordance with the provisions of this Section [15], including, without limitation Landlord's approval of what otherwise would constitute a Permitted Transfer, which approval shall not be unreasonably withheld, conditioned or delayed (except for Permitted Transfers described in Clause (ii) of Section [15](h), which may thereafter be effected without Landlord's consent, so long as any such transfer is not a subterfuge to avoid Landlord's consent which would have otherwise been required hereunder) Tenant shall furnish to Landlord a fully-executed copy of each sublease within ten (10) days following the date of execution thereof, but in all events, prior to such subtenant taking possession of the Leased Space under its sublease.

(e) If Landlord shall give its consent to any assignment of this Lease or to any sublease (which shall not apply to a Permitted Transfer), Tenant shall in consideration thereof, pay to Landlord promptly upon receipt of such sums by Tenant, as Additional Rent

(i) In the case of an assignment of this Lease, an amount equal to fifty percent (50%) of the positive difference, if any, between (A) all sums and other consideration paid to Tenant by the assignee for or by reason of such assignment (including sums paid for installations, Alterations and leasehold improvements in the Leased Space, but excluding any sale or rental of Tenant's moveable equipment, furniture, furnishings or other moveable personal property), minus (B) the sum of (1) in the case of sums paid for installations, Alterations and leasehold improvements, which Tenant may amortize or depreciate under applicable law, the then net unamortized or undepreciated cost determined on the basis of Tenant's federal income tax returns, (2) the reasonable brokerage commissions and reasonable attorneys' fees paid by Tenant in effectuating such assignment, and (3) the costs and expenses, if any, incurred by Tenant in improving or modifying the Leased Space for the assignee

(ii) In the case of a sublease, fifty percent (50%) of the positive difference, if any, between (A) any rents (excluding any rental concessions), additional charges or other consideration payable under the sublease to Tenant by the subtenant which is in excess of the Minimum Rent and Additional Rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Tenant hereunder) pursuant to the terms hereof (including, but not limited to, sums paid for installations, Alterations and leasehold improvements in the sublet premises, but excluding any sale or rental of Tenant's moveable equipment, furniture or other moveable personal property) minus (B) the sum of (1) in the case of sums paid for installations, Alterations and leasehold improvements to the subleased area which Tenant may amortize or depreciate under applicable Law, the then net unamortized or undepreciated cost (allocated for the duration of the term of the sublease only) determined on the basis of Tenant's federal income tax returns, and (2) the reasonable brokerage commissions and reasonable attorneys' fees incurred by Tenant in effectuating such sublease, and (3) the costs and expenses, if any, incurred by Tenant in improving or modifying the Leased Space for the subtenant (which offsets set forth in Clause (B) shall be amortized over the term of the sublease) The sums payable under this Section shall be paid to Landlord as and when paid by the subtenant or assignee, as the case may be, to Tenant

(f) If this Lease is assigned, or if the Leased Space is sublet or occupied by anybody other than Tenant, Landlord may, after an Event of Default by Tenant,

collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of any of Tenant's covenants contained in this Section [15] or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained

(g) Any assignment or transfer requiring Landlord's approval shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement in form and substance reasonably satisfactory to Landlord, whereby the assignee shall assume all of the obligations of this Lease on the part of Tenant to be performed or observed and whereby the assignee shall agree that the provisions contained in this Section shall, notwithstanding such assignment or transfer, continue to be binding upon it in respect of all future assignments and transfers

(h) Notwithstanding the foregoing, Landlord's consent, for operation of the Leased Space for the UO Use (or an AI Use), shall not be required hereunder with respect to (i) the merger, consolidation or similar transaction of Tenant into or with another entity, or the assignment of this Lease in connection with such a merger, consolidation or similar transaction, provided the surviving entity has a tangible net worth equal to or greater than the tangible net worth of Tenant (combined, if applicable, with the net worth of any assignor (direct or remote) of Tenant) immediately prior to transaction in question (ii) the assignment of Tenant's entire interest under this Lease, or the sublease of all of the Leased Space for substantially all of the Term, in connection with the sale of all or substantially all of the assets of Tenant, including, without limitation, substantially all of the assets of the Urban Outfitters' chain (or Anthropologie chain, if the use is then an AI Use) (or such other respective trade name as is then utilized for a retail operation meeting the UO Use or the AI Use, as applicable) of stores in the United States, (iii) the assignment of Tenant's entire interest under this Lease, or the sublease of all of the Leased Space for substantially all of the Term, to an Affiliate of Tenant for so long as such assignee or subtenant remains an Affiliate of Tenant or an Affiliate of, or is merged or consolidated with, Tenant's successor entity under Clauses (i), (ii) and (iv), or (iv) an assignment of Tenant's interest in the Leased Space to any entity which acquires all or substantially all of the retail locations comprising the Urban Outfitters' chain (or Anthropologie chain if the use is then an AI Use) (or such other respective trade name as is then utilized for a retail operation meeting the UO Use or the AI Use, as applicable) of stores in the United States (the transfers referenced in Clauses (i)-(iv) shall be referred to as the "Permitted Transfers"), provided that in each case: (A) such transaction must be for a valid business purpose and not principally for the purpose of transferring Tenant's interest in this Lease or to circumvent Tenant's obligations under this Lease, (B) Tenant shall have notified Landlord in writing of such transaction at least thirty (30) days in advance of the effective date thereof, (C) the assignor entity shall not be released from liability hereunder, and (D) reasonable evidence of all of the foregoing requirements applicable to such Permitted Transfer shall have been provided to Landlord at least thirty (30) days prior to such transaction. Furthermore, the "conversion" from one form of business entity to another pursuant to applicable provisions of state law which provide for the continuity of such converted entity (such as conversion from corporation to a limited liability company), without change in control of Tenant, shall not constitute an assignment or transfer

(i) Tenant shall, within ten (10) days after execution thereof (but in all events prior to the delivery of possession thereunder), deliver to Landlord either (x) a duplicate original instrument of assignment in form and substance reasonably satisfactory to Landlord, duly executed by Tenant, together with an instrument in form and substance reasonably satisfactory to Landlord, duly executed by the assignee, in which such assignee shall assume observance and performance of, and agree to be personally bound by, all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, or (y) a *duplicate original sublease in form and substance reasonably satisfactory to Landlord*, duly executed by Tenant and the subtenant

[16] INDEMNIFICATION; WAIVER OF SUBROGATION.

(a) Tenant agrees to indemnify, defend and hold harmless Landlord and its agents and their respective direct and indirect partners, shareholders, officers, directors, employees, agents and contractors (collectively, the "Landlord Parties") against and from all claims, losses, liabilities, costs, damages or expenses (including reasonable attorney's, consultant's and expert fees and expenses actually incurred) directly or indirectly arising out of or attributable to Tenant's act or omission, negligent or intentional, or from the failure of Tenant to keep, observe, and perform any of the terms, covenants, conditions and provisions of this Lease to be kept, observed or performed by Tenant, unless the same is caused by the act or omission, negligent or intentional, of Landlord or any Landlord Party, or is covered by insurance required to be maintained by Tenant hereunder or which arises out of or is attributable to the failure of Landlord to keep, observe or perform any of the terms, covenants, conditions or provisions of this Lease to be kept, observed or performed by Landlord Landlord shall indemnify, defend and save Tenant harmless from and against any liability or expense suits arising out of accidents, damage, injury or loss to any and all persons and property relating to events occurring in the Common Areas and Facilities resulting from the negligence or willful misconduct of Landlord or its agents, employees or contractors The scope and the extent of the obligations of Tenant under this Section [16] shall be to the fullest extent permitted by Law, and also shall not be limited to the minimum dollar amounts of commercial general liability insurance to be maintained by Tenant under this Lease Anything to the contrary contained in this Lease notwithstanding, in no event shall the foregoing indemnities be deemed to extend to consequential damages The indemnification, defense and hold harmless provisions of this Section [16] shall survive the Expiration Date of the Term

(b) As to any loss or damage which occurs upon the property of a party hereto, such party hereby releases the other and waives its carrier's(s') rights of subrogation, to the extent of such damaged party's insurance coverage therefor (such coverage to be deemed to be at least the coverage required hereunder), from any and all liability for such loss or damage even if such loss or damage shall be brought about by the fault or negligence of such other party, or the agents, servants or employees of such other party, provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the applicable policy(ies) of insurance shall contain a clause to the effect that this release shall not affect said policy(ies) or the right of the insured to recover thereunder If any policy does not contain such a clause, the insured party shall, at the request of the other party to this Lease, have

such a clause added to said policy if obtainable, or, if not obtainable, add the other party as an additional insured thereunder

[17] ALTERATIONS AND IMPROVEMENTS.

(a) At any time during the Term of this Lease, Tenant, at Tenant's sole cost and expense, may, but only in compliance with all applicable Laws and the Rules and Regulations pertaining thereto, make any non-structural alterations and improvements (other than Specialty Alterations) within the Leased Space as Tenant desires and without Landlord's consent, for Tenant's use, occupancy and enjoyment and the operation of its business thereon and therefrom, provided that such alterations and improvements (1) are in conformity with the Operating Standard (or the AI Standard, if applicable), (2) cost no more than One Hundred Thousand and 00/100 (\$100,000 00) Dollars in any given twelve (12) month period, (3) are non-structural, (4) do not require a building permit from the New York City Department of Buildings, or a change in the certificate of occupancy for the Building, (5) do not affect Building Systems, (6) except to the extent otherwise expressly permitted under this Lease (including without limitation Section [13] hereof, but nevertheless subject to obtaining Landlord's approval thereunder), do not directly or indirectly affect any portion of the Building outside of the Leased Space, and (7) Tenant provides Landlord with not less than five (5) days' prior written notice thereof. No other alterations or improvements shall be made without the prior written consent of Landlord. All alterations and improvements shall be performed in accordance with the following conditions:

(i) Prior to the commencement of any alterations and/or improvements (herein sometimes referred to as an "Alteration") requiring Landlord's consent hereunder, Tenant shall first submit to Landlord for its approval detailed dimensioned coordinated plans and specifications, including (to the extent applicable) layout, architectural, mechanical, electrical, plumbing and structural drawings for each proposed alteration or improvement ("Tenant's Plans"). Landlord shall be given, in writing, a good description of all other alterations or improvements. Landlord shall promptly review, in good faith, Tenant's Plans submitted for Landlord's approval under this Section [17] and shall notify Tenant within twenty (20) days of the receipt thereof that Landlord either (A) approves Tenant's Plans, (B) disapproves Tenant's Plans (stating the reasons therefor with reasonable specificity), (C) requires clarification or additional information or (D) has engaged the services of an outside consultant to review Tenant's Plans (an "Outside Consultant Notice"). If Landlord fails to respond to Tenant's Plans within such twenty (20) day period, Tenant may give a notice to Landlord referencing this Subsection [17](a)(i) and stating that "Landlord shall be deemed to have granted approval to Tenant's Plans if Landlord fails respond to Tenant's Plans within five (5) business days from Landlord's receipt of this notice." If Landlord fails to respond to Tenant's Plans within such five (5) business day period, Landlord shall be deemed to have granted approval to Tenant's Plans. If Landlord delivers an Outside Consultant Notice within the time period set forth above, the effect thereof shall be to extend by ten (10) business days the number of days that Landlord shall have to respond to Tenant's Plans. Landlord's review of resubmissions of Tenant's Plans following any disapproval or request for clarification shall be upon all of the same terms and conditions of this Subsection [17](a)(i), except that: (1) all references hereinabove to twenty (20) days shall be deemed references to ten (10) days and (2) all

references hereinabove to ten (10) business days shall be deemed references to five (5) business days. As of the date of this Lease, Landlord has reviewed Tenant's preliminary plans with respect to the initial Tenant's Work (including, without limitation, Tenant's conceptual storefront elevation annexed hereto as Exhibit I), and has approved same in concept, subject to its review and approval of Tenant's complete, "signed and sealed" construction drawings in respect of such concept or concepts, and Tenant agrees that its construction of its initial work shall be substantially (i.e., except for de minimis variance required to accommodate field conditions) in accordance with such construction drawings as finally approved (i.e., Tenant's Plans).

(ii) All alterations or improvements in and to the Leased Space shall be performed in a good and workmanlike manner and in accordance with the Building's Rules and Regulations governing tenant alterations, using a general contractor, a life-safety subcontractor, a sprinkler subcontractor and an electrician approved by Landlord, it being understood that Landlord may only withhold such approval based upon an actual negative experience Landlord (or any of its Affiliates owning and/or operating buildings in New York City) had with any such proposed contractor. Except as otherwise provided below, Landlord's approval shall not be required for any of Tenant's other subcontractors, it being understood, however, that all subcontractors shall be subject to Landlord's Rules and Regulations relating to alterations. All work affecting the Building's "Class E" system shall be performed by Landlord's designated contractor and all plan filings with the New York City Department of Buildings shall be performed by Landlord's designated expeditor and Landlord's designated consulting engineer, provided the charges of such expeditor and consulting engineer shall not exceed the commercially reasonable and competitive rates that are charged by the expeditor and engineer normally retained by Tenant for its construction projects in Manhattan, which Tenant shall establish to Landlord's reasonable satisfaction. Prior to the commencement of any such alterations or improvements, Tenant shall, at its sole cost and expense, obtain and exhibit to Landlord any governmental permit required in connection therewith. In order to compensate Landlord for the costs incurred by Landlord in connection with the review and approval of Tenant's Plans for Tenant's Work and for any future alterations or improvements, Tenant shall pay to Landlord Landlord's reasonable, out-of-pocket third-party costs incurred in connection with the review and approval of such plans, except that such costs shall not exceed Twenty-Five Thousand dollars (\$25,000) with respect to the review of Tenant's Plans for Tenant's Work.

(iii) All alterations and improvements shall be done in compliance with all other applicable provisions of this Lease and with all applicable Laws, including, without limitation, the Americans with Disabilities Act of 1990 and New York City Local Law Nos. 57 (Equal Access to Bathroom Facilities) and 87 (Obstruction of Exits) and similar present or future laws, and regulations issued pursuant thereto, and also New York City Local Law No. 76 (Asbestos Control Program) and similar present or future laws, and regulations issued pursuant thereto.

(iv) All Tenant's Work and subsequent alterations and improvements shall be performed by duly licensed and insured professionals, and Tenant agrees to use all commercially reasonable efforts to ensure labor harmony in the performance of Tenant's Work and subsequent alterations and improvements, and of Tenant's operation of the Leased Space. Tenant acknowledges that there is union work being performed within the

Building The performance of any Alteration shall not be done in a manner which would violate Landlord's union contracts affecting the Property, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building. Tenant shall promptly stop the performance of any Alteration if Landlord notifies Tenant that continuing such Alteration would violate Landlord's union contracts affecting the Property, or create any work stoppage, picketing, labor disruption, disharmony or dispute or any interference with the business of Landlord or any tenant or occupant of the Building, and Tenant shall not resume the performance of such Alteration until such time as such Alteration may be performed in a manner which shall not violate such union contracts or create such work stoppage, picketing, labor disruption, disharmony or dispute or interference. Notwithstanding the foregoing sentence, in the event that Landlord becomes or is made aware of the possible assertion of a claim that would result in labor disharmony by virtue of the manner in which Tenant is performing an Alteration, it shall, thereupon, give prompt notice thereof to Tenant and shall extend commercially reasonable efforts to convene, within five (5) business days, a meeting among Landlord, Tenant and the representatives of the concerned union(s), at which Landlord and Tenant shall both extend commercially reasonable efforts to resolve and settle the disharmony in question (but on the understanding that any payments made or to be made in resolution and settlement of such disharmony shall be the sole responsibility of Tenant)

(v) Tenant shall keep the Building and the Leased Space free and clear of all liens for any work or material claimed to have been furnished to Tenant or to the Leased Space as provided in Section [18]

(vi) Prior to the commencement of any work by or for Tenant, Tenant shall furnish to Landlord certificates evidencing the existence of the following insurance

(A) Workmen's compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Leased Space; and

(B) Broad form general liability insurance written on an occurrence basis naming Tenant as an insured and naming Landlord and its reasonable designees (including, without limitation, Landlord's mortgagee(s) and managing agent) as additional insureds, with limits of not less than \$3,000,000 combined single limit for personal injury in any one occurrence, and with limits of not less than \$500,000 for property damage (the foregoing limits may be revised from time to time by Landlord to such higher limits as Landlord from time to time reasonably requires). Tenant, at its sole cost and expense, shall cause all such insurance to be maintained at all time when the work to be performed for or by Tenant is in progress. All such insurance shall be obtained from a company authorized to do business in New York and shall provide that it cannot be canceled without thirty (30) days' prior written notice to Landlord. All policies, or certificates therefor, issued by the insurer and bearing notations evidencing the payment of premiums, shall be delivered to Landlord. Blanket coverage shall be acceptable, provided that coverage meeting the requirements of this paragraph is assigned to Tenant's location at the Leased Space.

(vii) All work to be performed by Tenant shall be done in a manner which will not unreasonably interfere with or disturb other tenants and occupants of the Building.

(viii) The review and/or approval by Landlord, its agents, consultants and/or contractors, of any alteration or improvement or of plans and specifications *therefor and the coordination of such alteration or improvement work with the Building*, as described in part above, are solely for the benefit of Landlord, and neither Landlord nor any of its agents, consultants or contractors shall have any duty toward Tenant, nor shall Landlord or any of its agents, consultants and/or contractors be deemed to have made any representation or warranty to Tenant, or have any liability, with respect to the safety, adequacy, correctness, efficiency or compliance with laws of any plans and specifications, alterations or improvements, or any other matter relating thereto

(ix) Promptly following the substantial completion of any alterations or improvement, Tenant shall submit to Landlord (A) one (1) *sepia* and one (1) copy on CD or other computer file (using a current version of Autocad or such other similar software as is then commonly in use) of final, "as-built" plans for the Leased Space (provided that Tenant has obtained same for its own use, failing which, Tenant shall supply its final working drawings marked to show "as built" conditions) showing all such alterations or improvements and demonstrating that such alterations or improvements were performed substantially in accordance with plans and specifications first approved by Landlord and (B) lien waivers and releases from all general contractors and, additionally, subcontractors or materialman receiving or to receive at least Fifty Thousand dollars (\$50,000) in connection with an alteration or improvement, Tenant's certification of completion, and all governmental approvals and confirmations of completion for such alterations

(b) To the extent Tenant and its designees require access to areas of the Property outside of the Leased Space to commence and complete any such alterations or improvements permitted pursuant to this Section [17], Landlord shall reasonably endeavor to provide or coordinate such access. All alterations, additions or improvements to the Leased Space, including air-conditioning equipment and duct work [except signage, movable furnishings, trade fixtures and trade equipment installed at the expense of Tenant, which shall in all events be removed prior to the expiration or sooner termination of this Lease] shall, unless Landlord elects otherwise in writing, become the property of Landlord, and shall be surrendered with the Leased Space, at the expiration or sooner termination of the term of this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be obligated to remove any alterations or improvements hereinafter performed in or to the Leased Space except for Specialty Alterations. For purposes hereof, "Specialty Alterations" shall mean alterations or improvements which are structural in nature or penetrate or otherwise affects any floor slab, and other alterations or improvements which are not typical of a retail tenant located in an office building in midtown Manhattan (i.e., cannot reasonably be reused by a succeeding retail tenant and/or would be unusually costly to remove), including but not limited to: water fountain or water features, mezzanine, safes, decorative stair case, interior and storefront signage; provided, however, in no event shall any of the initial Tenant's Work which is consistent with Landlord's conceptual approval under Section [17](a)(1) above (including,

without limitation, Tenant's storefront elevation and Tenant's preliminary plans, but exclusive of Tenant's signage and moveable furnishings, fixtures and trade equipment which shall be removed in accordance with Section [10](h)(i) be required to be removed, whether or not any of same would be classified as a "Specialty Alteration." Tenant shall, at Tenant's cost and expense, remove any Specialty Alteration designated by Landlord, repair any damage to the Leased Space or the Building due to such removal, cap all electrical, plumbing and waste disposal lines in accordance with sound construction practice and restore the Leased Space to the condition existing prior to the making of such Specialty Alteration. Any such designation for removal of Specialty Alterations with respect to the Expiration Date of the Term shall be made at least one hundred twenty (120) days prior thereto. All such work shall be performed in accordance with plans and specifications first approved by Landlord and all applicable terms, covenants, and conditions of this Section [17] and of this Lease. If Landlord's insurance premiums increase as a result of any Specialty Alterations, Tenant shall pay each such increase each year as Additional Rent upon receipt of a bill therefor from Landlord.

[18] **LIENS.** Tenant shall keep the Property and Leased Space free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant. If any such lien attaches, and the same is not discharged of record or bonded off within twenty (20) days after Landlord notifies Tenant thereof, then Landlord shall have the option to discharge the same in such manner as it may elect and Tenant shall reimburse Landlord promptly therefor as Additional Rent.

[19] **DAMAGE.**

(a) In the event of damage to or destruction of the Leased Space, or to any portions of either the Building or the Common Areas and Facilities (whether or not the Leased Space is directly affected), caused by fire or other casualty, Landlord shall make repairs and restorations (i) to the core and shell of the Leased Space, and otherwise restore the Leased Space to the condition thereof on the Commencement Date, and (ii) to the Building and/or the Common Areas and Facilities to the extent necessary to supply access or services to the Leased Space (collectively, "Landlord's Restoration Work"), all as hereinafter set forth, unless this Lease is terminated by either Landlord or Tenant as hereinafter provided. If the damage or destruction is to the Leased Space or to any portion(s) of the Common Areas and Facilities and the same cannot be restored within eighteen (18) months after the casualty to the condition as existed immediately prior to such damage or destruction, then Landlord shall so advise Tenant promptly, and either party hereto, for a period of thirty (30) days after Tenant's receipt of such notice, shall have the right to terminate this Lease by notice to the other, as of the date specified in such termination notice, which termination date shall be no earlier than thirty (30) days nor later than sixty (60) days after the date of such termination notice. Additionally, if the Leased Space is rendered wholly untenable by fire or other casualty and if Landlord shall decide not to restore the Leased Space, or if the Building shall be so damaged that Landlord shall decide to demolish it or not to rebuild it (whether or not the Leased Space has been damaged), Landlord may, within ninety (90) days after such fire or other casualty, give written notice to Tenant of its election that the Term of this Lease shall automatically expire, upon a date set forth in such notice which is not less than ten (10) nor more than thirty (30) days after such notice is given. In the event of such fire or other casualty, if this Lease is not terminated pursuant to the

provisions of this Section [19], then Landlord shall proceed diligently to perform Landlord's Restoration Work. In effecting such restoration as to damage covered by a peril required to be insured by Landlord under Section [12](c), Landlord shall not be required to expend more than the net insurance proceeds received by it (or, absent such insurance for any reason, the net proceeds which would have been received by it) plus the amount of the deductible maintained (or, absent such insurance, would reasonably would have been maintained) under Landlord's insurance policy in question.

(b) In the event of such damage or destruction and if this Lease has not been terminated as elsewhere provided herein, if Landlord has not "substantially completed" (being defined as completion of such work to the point when Landlord is ready to re-deliver exclusive possession of the Leased Space to Tenant with only punch-list items (i.e., items which do not and will not adversely affect Tenant's ability to perform Tenant's Work) remaining to be completed) the repairs and reconstruction of the Leased Space within eighteen (18) months (subject to extension for force majeure) after the date on which such damage or destruction occurred, Tenant, at its option, may terminate this Lease effective within thirty (30) days thereafter by giving notice thereof to Landlord at any time prior to the substantial completion of such work, provided, however, if Landlord substantially completes such restoration within such thirty (30) day period, Tenant's termination shall be nullified, and this Lease shall thereafter continue in full force and effect.

(c) [Intentionally Omitted]

(d) If Landlord elects to terminate this Lease as provided herein, then it is agreed and understood that no such notice of termination by Landlord shall be effective unless Landlord shall have similarly and simultaneously cancelled the leases of all other tenants in the Building so affected by the damage or destruction.

(e) If any such damage or destruction to the Leased Space or to any portions of the Common Areas and Facilities or to the Building is of a nature or extent that Tenant's continued use and occupancy of the Leased Space is impaired, the Rent payable by Tenant hereunder shall be equitably abated until the date on which Landlord substantially completes Landlord's Restoration Work.

(f) Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law or any like law which may hereafter be enacted and agrees that the foregoing provisions of this Section [19] shall govern and control in lieu thereof, this Section [19] being an express agreement governing any case of damage or destruction of the Leased Space by fire or other casualty.

[20] TAKING.

(a) If any portion(s) of the Leased Space is taken or condemned for a public or quasi-public use by any lawful power or authority, or if Tenant is denied access to or egress from the Leased Space by any action or decree of any lawful power or authority, or if Tenant is denied or deprived of either the use, occupancy and/or enjoyment of the Leased Space and/or the ability to operate its business thereon or therefrom by action or decree of any lawful

power or authority, or by any written agreement between Landlord or any such power or authority (individually, and collectively, a "taking"), and the taking is not deemed "temporary" (as that term is hereinafter defined), this Lease shall, as to the part which is subject to the taking, terminate as of the date Tenant is denied or deprived of such possession, use, occupancy, enjoyment and/or operation of or on the Leased Space, and the Rent due hereunder shall be reduced proportionately by the square footage of the Leased Space which is so affected

(b) A taking, whether partial or total, shall be deemed "temporary" hereunder if, as of the date on which such taking commenced, Tenant has the expectation that, *within one hundred fifty (150) days after the taking, Tenant's access and egress to and from the Leased Space, and/or Tenant's possession, use, occupancy, enjoyment and operation of or on the Leased Space, as the case may be, shall be restored to the satisfaction of Tenant.* In the event of a temporary taking, Rent shall be reduced as aforesaid, and Tenant's other obligations under this Lease shall be suspended, for the duration thereof. If, after one hundred fifty (150) days, notwithstanding Tenant's expectation, Tenant's rights have not been restored to Tenant's satisfaction as aforesaid, then Tenant shall notify Landlord to such effect, the taking shall no longer be deemed temporary, and the other provisions of this Section [20] applicable to a taking shall then apply. In the event of any total or partial taking, whether temporary or not, Tenant waives all claims against Landlord and agrees that its claim against the exercising power or authority shall be limited to those claims provided by applicable Laws for lessees similarly situated which shall not diminish the award to Landlord (which award shall include, without limitation, the value of the leasehold estate hereof), such as business interruption and loss of business, removal expenses and loss of leasehold improvements, trade fixtures and personalty

(c) If this Lease shall continue after a partial taking, Landlord shall make such repairs and restorations to the remainder of the Property (including the Leased Space) as may be reasonably required for the continued operation of Tenant's business on and from the Leased Space (or the remainder thereof), but Landlord shall not be required to expend any sums in excess of the total net award and insurance proceeds received by it, provided, however, that if such collective proceeds are insufficient, in Landlord's opinion, to complete the repairs and restorations and Landlord is unwilling to expend any additional sums, then Landlord shall notify Tenant to that effect, and Tenant shall have the option of (i) terminating this Lease by giving notice to Landlord, the effective date of which shall be no less than fifteen (15) days and no more than sixty (60) days after the date of Tenant's notice, within thirty (30) days after Tenant's receipt from Landlord of Landlord's notice of its unwillingness to expend such additional sums and the Rent shall be apportioned as of the effective date of such termination notice, or (ii) paying to Landlord (without any right to offset or otherwise recoup the same) the additional amount needed to complete the repairs and restorations as may be required for the continued operation of its business on and from the Leased Space.

(d) Landlord agrees to promptly notify Tenant of any taking

[21] **TENANT'S DEFAULTS.** Each of the following events shall be an "Event of Default" hereunder

(a) Tenant fails to pay when due any installment of Rent and such default shall continue for ten (10) days after notice of such default is given to Tenant, except that if Landlord shall have given two (2) such notices of default in the payment of any category of Rent in any twelve (12) month period, Tenant shall not be entitled to any further notice of its delinquency in any payment of such category of Rent until such time as twelve (12) consecutive months shall have elapsed without Tenant having failed to make any such payment when due (the "No-Notice Period"), and the occurrence of any default in any payment of such category of Rent for ten (10) days after such payment of such item of Rent is due within the No-Notice Period shall constitute an Event of Default, or

(b) Tenant fails to observe or perform any other term, covenant or condition of this Lease and such failure continues for more than thirty (30) days after notice by Landlord to Tenant of such default, or if such default is of a nature that it cannot be completely remedied within thirty (30) days, failure by Tenant to commence to remedy such failure within said thirty (30) days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed within one hundred eighty (180) days, or

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors of all or substantially all of its assets, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property, or

(d) a court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a trustee, receiver or liquidator of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof

Upon the occurrence of any one or more of such Events of Default, Landlord may, at its sole option, give to Tenant three (3) days' notice of cancellation of this Lease (or of Tenant's possession of the Leased Space), in which event this Lease and the Term (or Tenant's possession of the Leased Space) shall terminate (whether or not the Term shall have commenced) with the same force and effect as if the date set forth in the notice was the Expiration Date stated herein, and Tenant shall then quit and surrender the Leased Space to Landlord, but Tenant shall remain liable for damages as provided in this Section [21]

[22] REMEDIES AND DAMAGES FOR TENANT'S DEFAULTS.

(a) Landlord's Remedies.

(i) Possession/Reletting. If any Event of Default occurs and this Lease and the Term, or Tenant's right to possession of the Leased Space, terminates as provided in Section [21]:

(A) Surrender of Possession Tenant shall quit and surrender the Leased Space to Landlord, and Landlord and its agents may immediately, or at any time after such termination, re-enter the Leased Space or any part thereof, without additional notice, by summary proceedings, or by any other applicable action or proceeding or otherwise in accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Space and dispossess Tenant and any other persons or entities from the Leased Space and remove any and all of their property and effects from the Leased Space

(B) Landlord's Optional Reletting Landlord, at Landlord's option, may, without any obligation to do so or to attempt to do so, relet all or any part of the Leased Space from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for any term ending before, on or after the Expiration Date, at such rental and upon such other conditions (which may include concessions and free rent periods) as Landlord, in its sole discretion, may determine Landlord shall have no obligation to accept any tenant offered by Tenant and shall not be liable for failure to relet (or, in the event of any such reletting, for failure to collect any rent due upon any such reletting, and no such failure shall relieve Tenant of, or otherwise affect, any liability under this Lease Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Leased Space as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability.

(ii) Tenant's Waiver. Tenant, on its own behalf and on behalf of all persons or entities claiming through or under Tenant, including all creditors, hereby waives all rights which Tenant and all such persons or entities might otherwise have under any applicable law (i) to redeem, or to re-enter or repossess the Leased Space, or (ii) to restore the operation of this Lease, after (A) Tenant shall have been dispossessed by judgment or by warrant of any court or judge, (B) any re-entry by Landlord, or (C) any expiration or early termination of the Term of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease The words "re-enter," "re-entry" and "re-entered" as used in this Lease shall not be deemed to be restricted to their technical legal meanings

(iii) Tenant's Breach Upon the occurrence and during the continuance of an Event of Default by Tenant or upon a threatened breach by Tenant, or any persons or entities claiming through or under Tenant, Landlord shall have the right to seek to enjoin such Event of Default or threatened breach and, with respect to an Event of Default, to

invoke any other remedy allowed by law or in equity as if reentry, summary proceedings and other special remedies were not provided in this Lease. The rights to invoke the remedies set forth above are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity

(b) Landlord's Damages

(i) Amount of Damages. If this Lease and the Term, or Tenant's right to possession of the Leased Space, terminates as provided in Section [21], then

(A) Tenant shall pay to Landlord all items of Rent payable under this Lease by Tenant to Landlord prior to the date of termination or re-entry;

(B) Landlord may retain all monies, if any, paid by Tenant to Landlord, whether as prepaid Rent, a security deposit or otherwise, which monies, to the extent not otherwise applied to amounts due and owing to Landlord, shall be credited by Landlord against any damages payable by Tenant to Landlord, and the balance (if any) returned to Tenant,

(C) Tenant shall pay to Landlord, in monthly installments, on the days specified in this Lease for payment of installments of Annual Minimum Rent, any difference between (i) Annual Minimum Rent and Additional Rent for the period that otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as had been payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by four percent (4%) on a compounded basis), and (ii) the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Lease for any part of such period (after first deducting from such rents all reasonable costs and expenses incurred by Landlord in connection with the termination of this Lease, Landlord's re-entry upon the Leased Space and such reletting, including repossession costs, brokerage commissions, attorney's fees and disbursements, and alteration costs) (the "Deficiency"); it being understood that Landlord shall be entitled to recover the Deficiency from Tenant each month as the same shall arise, and no suit to collect the amount of the Deficiency for any month, shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding, and

(D) whether or not Landlord shall have collected any monthly Deficiency, Tenant shall pay to Landlord, on demand, in lieu of any further Deficiency and as liquidated and agreed final damages, a sum equal to the amount by which the annual Minimum Rent and Additional Rent for the period that otherwise would have constituted the unexpired portion of the Term (assuming the Additional Rent during such period to be the same as had been payable for the year immediately preceding such termination or re-entry, increased in each succeeding year by four percent (4%) on a compounded basis) exceeds the then fair and reasonable rental value of the Leased Space, for the same period (with both amounts being discounted to present value at a rate of interest equal to the then annual rate of interest publicly announced from time to time by Citibank, N.A., or its successor, in New York, New York as its "base rate" (or such other term as may be used by Citibank, N.A., or its successor, from time to

time, for the rate presently referred to as its "base rate") (the "Base Rate"), but not less than five percent (5%), less the aggregate amount of Deficiencies theretofore collected by Landlord pursuant to the provisions of Section [22](b)(1)(C) for the same period. If before presentation of proof of such liquidated damages to any court, commission or tribunal, the Leased Space, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Leased Space so relet during the term of the reletting

(ii) Reletting. If the Leased Space, or any part thereof, shall be relet together with other space in the Building, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section [22](b). Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents exceeds the Minimum Rent reserved in this Lease. Nothing contained in Section [22] shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by applicable law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in this Section [22](b)

(c) Interest. If any payment of Rent is not paid when due, interest shall accrue on such payment, from the date such payment became due until paid at the Default Rate. In connection therewith, Tenant acknowledges that late payment by Tenant of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any note secured by a mortgage covering the Property. Therefore, in addition to interest, if any amount of Minimum Rent or regularly-scheduled Additional Rent is not paid when due more than once in any twelve (12) month period, a late charge equal to 2% of each such amount shall be assessed and payable on demand therefor. Such interest and late charges are separate and cumulative and are in addition to and shall not diminish or represent a substitute for any of Landlord's rights or remedies under any other provision of this Lease

(d) Other Rights of Landlord. If Tenant is in arrears in the payment of Rent, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Landlord may apply any payments made by Tenant to any items Landlord sees fit, regardless of any request by Tenant, subject, however, to any good faith dispute by Tenant as to whether such sums are owed.

(e) Landlord May Cure Defaults. If an Event of Default shall occur and be continuing, Landlord may perform the same for the account of Tenant, and if Landlord, in connection therewith, makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorney's fees, such sums so paid or obligations incurred shall be deemed to be Additional Rent hereunder, and shall be paid by Tenant to Landlord within five (5) days of rendition of any bill or statement therefor, and if the Term shall have terminated or expired at the time of the making of such expenditures or incurred of such obligations, such sums shall be recoverable by Landlord as damages

[23] LANDLORD'S DEFAULTS AND TENANT'S REMEDIES; LOSS OF LEASEHOLD.

(a) It shall constitute a default hereunder if, from and after the date of this Lease, Landlord fails to keep, observe or perform any of its obligations to be kept, observed or performed under this Lease within thirty (30) days after Landlord's receipt of notice of nonperformance from Tenant; provided, however, that if such breach cannot be cured within thirty (30) days, then within such additional time, if any, as is reasonably necessary to complete such cure, so long as Landlord has commenced such cure within the initial thirty (30) day period and diligently pursues such cure to completion.

(b) If, by virtue of Landlord's bankruptcy, or otherwise, it becomes necessary to value such leasehold estate, then a variety of factors must be taken into account to make a determination whether Tenant's interest in the leasehold estate is adequately protected. The parties hereto further acknowledge and agree that such determination of adequate protection must recognize the various unique aspects of the leasehold estate which cannot be duplicated, including, (i) the amount of rent and sums payable as additional rent therefor by Tenant if less than fair market value, (ii) the cost of leasehold improvements made by Tenant, (iii) the cost of furniture, fixtures and equipment installed by or on behalf of Tenant, (iv) the layout of the Leased Space for Tenant's business, and (v) the creation and development of good will and market presence for Tenant's business at the Leased Space.

[24] OWNERSHIP, ENCUMBRANCES AND COMPLIANCE WITH LAWS.

(a) Landlord covenants, represents and warrants to and agrees with Tenant as follows

(i) Landlord is the owner in fee simple of the Leased Space and the Property.

(ii) Landlord is a limited liability company duly organized and validly existing under the laws of New York, Landlord has full power and authority under the laws of New York to execute and deliver this Lease and to perform its obligations hereunder, the signatory hereto on behalf of Landlord has full power and authority to bind Landlord and all requisite actions necessary to authorize Landlord to execute and deliver this Lease and to perform its obligations hereunder have been taken

(iii) To the best of its knowledge, Landlord has received no written notice from any governmental or quasi-governmental authority stating that the Leased Space is in violation of any Laws.

(iv) The Property is a separately assessed real estate tax parcel for all purposes.

(b) Tenant covenants, represents and warrants to Landlord that Tenant is a corporation duly organized and validly existing under the laws of Pennsylvania;

Tenant has full power and authority under the laws of Pennsylvania to execute and deliver this Lease and to perform its obligations hereunder; the signatory hereto on behalf of Tenant has full power and authority to bind Tenant and all requisite actions necessary to authorize Tenant to execute and deliver this Lease and to perform its obligations hereunder have been taken

[25] **SUBORDINATION OF LEASE; ATTORNMENT.** This Lease shall not become subject or subordinate to any lease, right, claim, mortgage or deed of trust hereafter placed against or affecting the Leased Space or any portion or portions thereof unless and until the holder of any right or claim or the mortgagee under any mortgage or the lessor under any lease, as the case may be (hereafter the "holder") shall have executed, acknowledged and delivered to Tenant a recordable, written instrument in form and content which is reasonably the substantive equivalent of **Exhibit G** (the "Non-Disturbance Agreement") pursuant to which any such holder on behalf of itself and its respective heirs, personal representatives, successors and assigns (including any purchaser under foreclosure proceedings or grantee under a deed in lieu of foreclosure (the "Purchaser")) shall recognize Tenant's interest in this Lease and permit Tenant to remain in quiet possession of the Leased Space (together with Tenant's non-exclusive right in and to the Common Areas and Facilities) for the balance of the Term so long as Tenant shall timely pay the Minimum Rent as reserved hereunder and otherwise timely keep, observe and perform all of its obligations under this Lease. It is hereby acknowledged and agreed that **Exhibit G** annexed hereto is a Non-Disturbance Agreement satisfactory to Landlord, Tenant and the current holder of the first mortgage affecting the Property, which such parties shall execute and deliver contemporaneously with (i.e., within sixty (60) days of) the execution of this Lease

[26] **ESTOPPEL CERTIFICATES.** Landlord and Tenant agree within twenty (20) days after receipt of request therefor to execute and deliver to the other a statement, addressed to such party, in writing, certifying: (a) that this Lease is in full force and effect and unmodified or, if modified, stating the date of modification and the terms thereof, (b) the Commencement Date, the Rent Commencement Date, and the Expiration Date, (c) that the Rent is paid currently without any offset or defense thereto, or stating any offsets or defenses claimed by Tenant or Landlord, as the case may be, and known at the time of such statement, (d) the amount of Rent, if any, paid in advance, and (e) that, to the actual knowledge of the certifying party, there are no uncured Events of Default by Tenant or defaults by Landlord, as the case may be, or stating those claimed by either Tenant or Landlord provided that, in fact, such Events of Default or defaults are ascertainable

[27] **SHORING.** Tenant shall permit any person authorized to make an excavation on land adjacent to the Building containing the Leased Space to do any work within the Leased Space necessary to preserve the wall of the Building from injury or damage, and Tenant shall have no claim against Landlord for damages or abatement of rent by reason thereof

[28] **NON-WAIVER OF DEFAULT; DARKENING OF WINDOWS.** No delay or omission by Landlord in exercising any right upon any Event of Default by Tenant or enforcing any Rule or Regulation, or any other provision of this Lease, or by Tenant in exercising any right upon any default by Landlord or enforcing any other provision of this Lease, will impair any such right or be construed as a waiver thereof or be deemed to be a waiver as to future events. No waiver of any provision of this Lease shall be effective unless such waiver be

in writing signed by the party to be charged. This Lease shall not be affected by nor shall Landlord in any way be liable for the closing, darkening or bricking up of windows in the Leased Space as the result of construction on any property of which the Leased Space are not a part or by Landlord's own acts, or for any similar reason, provided, however, that Landlord shall not permanently darken or obstruct the windows unless required to do so by applicable Law

[29] **AGENT.** Landlord and Tenant represent, warrant and agree that the only broker or agent with which they have dealt in connection with this Lease is The McDevitt Company and National Retail Group, a division of Newmark & Company Real Estate Inc, d/b/a Newmark Knight Frank, for whose commissions Landlord agrees to be solely responsible. Each of Landlord and Tenant agrees to indemnify, defend and hold the other harmless of, from and against any claims against or costs and expenses (including reasonable attorney's fees and expenses) incurred by the other resulting from a misrepresentation, breach of warranty, nonfulfillment of warranty or breach of agreement with respect to the foregoing by the indemnifying party. The provisions of this Section [29] shall survive the Expiration Date of the Term

[30] **JURY WAIVER.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Space or involving the right to any statutory relief or remedy

[31] **ENTIRE AGREEMENT; AMENDMENTS IN WRITING.** The parties hereto have read this Lease carefully and understand it fully. The parties expressly understand and agree that this Lease sets forth all of the terms, covenants, conditions, promises and agreements relative to the Leased Space, and there are no terms, covenants, conditions, promises or agreements, either oral or written, express or implied, other than those set forth herein. Neither this Lease, nor any Exhibits or Schedules attached hereto, may be modified or amended except pursuant to a written agreement executed and delivered by both parties hereto

[32] **PARTIES BOUND.** All rights and liabilities given to, or imposed upon, the parties to this Lease shall also extend to and bind their several and respective heirs, personal representatives, successors and assigns.

[33] **RECORDATION OF MEMORANDUM OF LEASE.** At the request of either party hereto, such parties shall execute and deliver a recordable memorandum or short form of this Lease. The requesting party shall (i) be responsible for all costs and expenses for recording same, and (ii) remove or discharge of record such memorandum or short form of lease prior to the expiration or sooner termination of the Term, at such party's sole cost and expense. The obligations of this Section shall survive the expiration or sooner termination of this Lease

[34] **NOTICES.** All notices, statements, demands, requests, consents, communications and certificates to Landlord must be in writing and given by certified or registered mail, return receipt requested, postage prepaid, or by nationally-recognized overnight courier service, addressed to Landlord at the address set forth below (and regardless of whether or not the provisions of this Lease specifically indicate that a notice shall be in writing). Except

as expressly provided in this Lease to the contrary, all notices, statements, demands, requests, consents, communications and certificates by Landlord to Tenant must be in writing and given by certified or registered mail, return receipt requested, postage prepaid, or by nationally-recognized overnight courier service, addressed to Tenant at the address set forth below (and regardless of whether or not the provisions of this Lease specifically indicate that a notice shall be in writing) Any such notices, statements, demands, requests, consents, communications, or certificates may also be given to such other parties or addresses as Landlord or Tenant may designate in writing to the other from time to time in the manner prescribed above. All notices shall be deemed given upon receipt, or upon the first date of rejection or refusal of delivery. Notwithstanding the foregoing, bills may be sent by First Class United States mail, or such other method as the parties may agree upon

To Landlord 420 Lexington Avenue
New York, NY 10170
Attn. Director of Leasing
and
420 Lexington Avenue
New York, NY 10170
Attn General Counsel-Real Property

with copy to Davis & Gilbert LLP
1740 Broadway
New York, NY 10019
Attn Jeffrey A. Moross, Esquire

To Tenant: 5000 South Broad Street
Philadelphia, PA 19112
Attn: President
and
5000 South Broad Street
Philadelphia, PA 19112
Attn General Counsel

with copy to Drinker Biddle & Reath LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
Attn Harry S. Cherken, Jr., Esquire

[35] **PARTIAL INVALIDITY.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.